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FOX CABLE NETWORKS GROUP

10000 Santa Monica Boulevard
Los Angeles, California 90067
310 229 4946 - Fax 310 281 2630
mbiasd@foxnet.com

Michael W. Bland
Vice President, National Accounts
Affiliate Sales & Marketing

January 30, 2004

Michael S. Schwimmer
Echostar Satellite LLC
5701 South Santa Fe Drive
Littleton, Colorado 80120

FULLY EXECUTED

Re:

Dear Michael:

I refer to (i) the Direct Broadcast Satellite Television Network Affiliation Agreement between FX Networks, L.L.C. and Echostar Satellite LLC (f/k/a Echostar Satellite Corporation) ("Affiliate"), effective as of July 13, 1998 (as amended from time to time, the "FX Agreement") providing for distribution of FX, (ii) the Fox Movie Channel Affiliation Agreement between Fox Movie Channel, Inc. and Affiliate, dated as of June 30, 2000 (as amended from time to time, the "FMC Agreement") providing for distribution of Fox Movie Channel ("FMC"), (iii) the Outdoor Life-Speedvision Affiliation Agreement (as amended by the Confidential Settlement Agreement and Mutual Release among Speedvision Network, L.L.C., Outdoor Life Networks, L.L.C., Affiliate and Echostar Communications Corporation dated as of February 17, 2000, and as further amended from time to time) dated as of February 17, 2000 between Speed Channel, Inc. and Affiliate (as amended from time to time, the "Speed Agreement") providing for distribution of Speed Channel ("Speed"), and (iv) Term Sheet for Echostar Affiliation among Fox Cable Networks Services, LLC ("FCN"), Fox Sports Direct, a division of ARC Holding, Ltd., and Affiliate dated as of July 1, 2002 (as amended from time to time, the "NatGeo Agreement") providing for distribution of National Geographic Channel ("NatGeo"). The NatGeo Agreement, together with the FX Agreement, the FMC Agreement and the Speed Agreement, shall be referred to as the "Agreements" and NatGeo, together with FX, FMC and Speed, shall be referred to as the "Services". Capitalized terms used in this letter and not otherwise defined will have the meanings set forth in the applicable Agreement.

1. FX. The terms of the FX Agreement are amended as follows:
 - a. *Launch Obligation:* No later than February 1, 2004, Affiliate will launch FX on Affiliate's tier or package of services.
 - b. *No Migration; No Deletion:*

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c. *Fees:* So long as Affiliate continues to carry FX on the tier or level of service otherwise required by the FX Agreement, the Affiliate Fees for each Service Subscriber receiving FX on shall be as set forth in Section 4 of the FX Agreement.
subscribers to FX on

2. Fox Movie Channel. The terms of the FMC Agreement are amended as follows:

a. *Launch Obligation:* No later than February 1, 2004, Affiliate will launch FMC on

b. *No Migration; No Deletion:*

c. *Fees:* So long as Affiliate continues to carry FMC on the tier or level of service otherwise required by the FMC Agreement, the Monthly License Fees for each Service Subscriber receiving FMC on shall be as set forth in Section 7 of the FMC Agreement.

3. Speed Channel. The terms of the Speed Agreement are amended as follows:

a. *Launch Obligation:* No later than February 1, 2004, Affiliate will launch Speed on

b. *No Migration; No Deletion;*

c. *Fees:* Notwithstanding anything set forth in the Speed Agreement to the contrary and so long as Affiliate continues to carry Speed on the tier or level of service otherwise required by the Speed Agreement, the Subscriber Fees for each Service Subscriber receiving Speed or shall be as set forth in section 1(a) of Exhibit B to the Speed Agreement.

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to subscribers to Speed on _____ and so long as Affiliate continues to carry Speed on the tier or level of service otherwise required by the Speed Agreement and is in compliance with Section 3 of this letter agreement.

The remainder of Section

1(e) of Exhibit B shall remain unchanged and in full force and effect.


e. **Term:** Section 1(g) of the Speed Agreement is amended and restated in its entirety to read as follows:

"Term – The rights and obligations of the parties shall begin on the date Affiliate first launches the Service hereunder and shall expire on _____. Such period is hereinafter referred to as the 'Term'. Affiliate shall exert reasonable commercial efforts to advise Network as of the date of such launch in writing at least _____ days prior to such launch date."

4. **National Geographic Channel.** The terms of the NatGeo Agreement are amended as follows:

a. **Launch Obligation:** No later than February 1, 2004, Affiliate will launch NatGeo on

b. **No Migration: No Deletion:**

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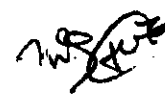
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c. *Fees:* So long as Affiliate continues to carry NatGeo on the tier or level of service

6. General.

The launch, carriage and distribution of each of the Services on set forth in this letter agreement are, in each case, in addition to, and not in replacement of, the launch, carriage and distribution commitments required in the Agreements. Each reference in the Agreements to "this Agreement" or words of similar meaning will mean and be a reference to the applicable Agreement as amended by this letter. Except as specifically amended in this letter,



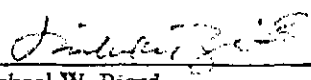
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the Agreements are, and will continue to be, in full force and effect. This letter will not operate as a waiver of any provision of any Agreement.


If the foregoing is acceptable, please indicate your agreement to the foregoing by signing both copies of this letter and returning one to me. This letter may be executed in separate counterparts, each of which when executed and delivered, will be deemed an original and all of which together will constitute the same agreement. Signatures delivered by facsimile will be binding upon the parties.

FX NETWORKS, LLC



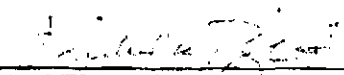
Michael W. Biard
Vice President

FOX MOVIE CHANNEL, INC.



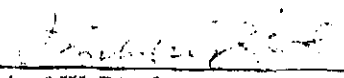
Michael W. Biard
Vice President

SPEED CHANNEL, INC.



Michael W. Biard
Vice President

FOX CABLE NETWORKS SERVICES, LLC



Michael W. Biard
Vice President



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FOX SPORTS DIRECT,
a division of ARC Holding, Ltd.



Michael W. Biard
Vice President

AGREED AND ACKNOWLEDGED:

ECHOSTAR SATELLITE LLC

By: 
Name: Mr. Soderstrom
Title: SVP

ECHOSTAR COMMUNICATIONS CORPORATION

By: 
Name: Mr. Soderstrom
Title: SVP

REDACTED
FOR PUBLIC INSPECTION



A UNIT OF FOX ENTERTAINMENT GROUP

FULLY EXECUTED

Michael W. Biard
Vice President
National Accounts
Affiliate Sales & Marketing

October 27, 2004

Mr. Michael Schwimmer
EchoStar Communications Corporation
5701 South Santa Fe Drive
Littleton, Colorado 80120

Re: *Fox Movie Channel and Speed Channel*

Dear Michael:

I am confirming our agreement relating to *Fox Movie Channel* and *Speed Channel* (the "Services"). Notwithstanding anything to the contrary in our affiliation agreements for distribution by EchoStar Satellite, L.L.C. ("Affiliate") of the Services (as amended by this letter agreement and as otherwise amended from time to time, the "Service Agreements"), Fox Cable Networks Services, LLC ("Network") and EchoStar hereby agree to the following:

system under any Service Agreement on (provided that Affiliate may include such prior written notice if Affiliate

For clarity, Affiliate acknowledges and agrees that the term

Affiliate Sales & Marketing 10000 Santa Monica Boulevard, Los Angeles, California 90067 foxcable.com
PHONE > 310 229 4946 FAX > 310 282 2620 mbiard@foxcable.com

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3. Effect on the Service Agreements. Each reference in each Service Agreement to "this Agreement" or words of similar meaning will mean such Service Agreement as amended by this letter agreement. Except as specifically permitted in this letter agreement, (i) each Service Agreement is, and will continue to be, in full force and effect and (ii) this letter agreement will not operate as a waiver of any provision of any Service Agreement.

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If you are in agreement with the foregoing, please execute and return to me this letter agreement. This letter agreement may be executed in separate counterparts, all of which together will constitute the same agreement. Signatures to this letter agreement may be delivered by facsimile and will be binding upon the parties.

Very truly yours,

FOX CABLE NETWORKS SERVICES, LLC

By: 
Name: Michael W. Huard
Title: Vice President, National Accounts

Agreed and acknowledged by:
ECHOSTAR SATELLITE, L.L.C.

By: 
Name: Michael J. Schumacher
Title: VP

Agreement for EchoStar Affiliation
May 31, 2006

FULLY EXECUTED

This Agreement for EchoStar Affiliation (this "Agreement"), dated as of May 31, 2006 (the "Effective Date"), is entered into between SPEED CHANNEL, INC. ("Network") and ECHOSTAR SATELLITE L.L.C. ("Affiliate").

Agreement

In consideration of the mutual promises and covenants set forth in this Agreement and for other good and valuable consideration, the parties agree as follows:

1. Defined Terms. The word "including" and its derivatives are used in an illustrative sense and not in a limiting sense. The following terms, in addition to terms defined throughout this Agreement, shall have the following meanings:

(a) "Avails": The commercial advertising time allotted to Affiliate in accordance with this Agreement with respect to the Service.

(b)

(c) "Affiliate Subscriber": Each customer (both residential and commercial) intentionally authorized by Affiliate to receive programming services via the DBS System.

(d) "Commercial Subscriber": Each commercial establishment that receives the Service including any transportation terminal, store, office, school or nursing home but excluding any residential dwelling such as an apartment complex. For clarity, the term Commercial Subscriber shall include the terms Hospitality Subscriber and Hotel Subscriber.

(e) "DBS System": The distribution system for video and other programming services whereby the feed or other signal source of the Service is received, compressed, video encrypted, modified by insertion of interstitial materials and up-linked on satellite(s) owned or leased or otherwise used by Affiliate for transmission to Affiliate Subscribers.

acknowledges and agrees that the term DBS System, as defined herein, shall not extend to | For clarity, Affiliate

(f) "Hospitality Subscriber": A Commercial Subscriber that receives the Service for exhibition and is (i) licensed to serve alcohol or (ii) derives a material amount of its revenues from entry fees, the sale of food or beverages or gambling (e.g., casinos arenas, bars, restaurants and clubs).

(g) "Hotel Subscribers": A Commercial Subscriber that is a Hotel where each guestroom (whether or not such guestroom is occupied at any time) at such Hotel receives the Service. "Hotel" means any hotel, motel, inn or suite that distributes, or is committed to distribute, at least one video programming service delivered by Affiliate.

(h) "League Restrictions": All limitations, covenants, standards and restrictions imposed by any league, conference, association, team or other third party programming supplier (including such entity's constitutions, bylaws, rules, regulations, directives and agreements and those of each league, conference, association or individual athletic team), as any of the same may be amended, supplemented, restated, interpreted, enacted, entered into or enforced from time to time.

(j)

(k) "Service": The video programming service currently known as "*Speed*" as such name may be changed from time to time upon notice to Affiliate.)

~~enhanced version of the Service unless there is no other remaining feed of the Service.~~ but specifically excluding any new or

(l) "Service Subscriber": Each location, whether residential, commercial or otherwise, which
to receive the Service shall be deemed a Service Subscriber..

(m) "Term": The term will commence on the Effective Date and expire on

(n) "Territory": The United States, its territories and possessions.

(o) "Total Subscribers":

authorized to receive (i) the penetrated package of video programming services (the "_____", currently known as _____ or (ii) any other programming package(s) available via the DBS System (or Extension System, as the case may be) which include

For clarity, no Affiliate Subscriber shall be counted more than once in the determination of Total Subscribers

2). For clarity, Network agrees and acknowledges that the term "Total Subscribers" shall not include any Affiliate Subscribers who receive a package of television programming services

2. Speed. Network and Affiliate agree to the distribution by Affiliate of the Service on the following terms:

(a) Carriage. Affiliate will distribute the Service throughout the Term on each of (i) its penetrated package of video programming services (the "_____", currently known as _____, and (ii) the _____ highly penetrated tier or level of service that includes _____). Provided that Affiliate is distributing the Service on each of the _____ and the _____, Affiliate will also have the right, _____ to include the Service in one or more additional tiers or levels of service, so long as each such tier includes _____

(b) Rates. The monthly license fee for each Service Subscriber that is not a Commercial Subscriber will be as follows (the "Base Rates"): _____

"Penetration" shall be calculated by dividing the number of Service Subscribers by the number of Total Subscribers for the pertinent reporting period.

(c)

(d)

(e) Service Description. The Service will be a 24-hour, advertiser-supported channel consisting primarily of _____ Subject to the preceding sentence, the content, including the selection, scheduling, substitution and withdrawal of such content on the Service will at all times remain in the sole discretion and control of Network, except for Affiliate's use of its commercial announcement time. Notwithstanding the foregoing, the Service may carry up to _____ per day of infomercial programming, provided that such infomercial programming shall not be carried on the Service between the hours of _____ Eastern Time ("_____").

(f) Avails. Subject to underlying programming restrictions, Network will provide a minimum of _____ per hour on the Service to Affiliate as Avails (or, in those programs where there is less than _____ per hour of commercial advertising time available to Network, all such lesser amount of time, if any, available in such programs). For example, if _____ per hour of commercial advertising time is available to Network on the Service, Network will provide _____ Affiliate.

(g) MFN.

(i)

3. Grant of Rights.

(a) Subject to the terms of this Agreement and any League Restrictions, Network grants to Affiliate, and Affiliate accepts, the non-exclusive right and obligation to offer, sell, exhibit, distribute and authorize the reception via the DBS System of the Service by Affiliate Subscribers within the Territory. Affiliate shall also have the right to :

provided that Network's prior written consent will be required prior

event within) deauthorize each Affiliate will promptly (and in any
Agreement upon written notice of such breach from Network, unless Affiliate commits by a that breaches this
written notice to Network delivered within s days of such breach notice to cure such
breach within days from such cure notice and subsequently does cure such breach
within such period. Except as specifically authorized pursuant to the DBS Signal Transport
Agreement by and between the Affiliate and Fox Cable Network Services, LLC dated August 1,
1999, as amended from time to time, Affiliate will not knowingly distribute the Service to the
offices or facilities of any radio or television station or programming service or network ("Media
Outlets"), including without limitation any cable television programming network or Internet
programming or information service, if such Media Outlet is not licensed by Sports Access, an
affiliate of Network, to receive such programming.

4. Signal Delivery and Distribution.

(a) Network will deliver, at its own cost, the Service to Affiliate's turnaround earth-station facility in Cheyenne, Wyoming and/or Gilbert Arizona (or such other domestic facility as Affiliate may designate upon notice to Network) via domestic satellite or other means of transmission (including, digital or compressed transmission) then commonly used by other U.S. based video programming services, which delivery system (or means of encryption) Network may change from time to time upon at least prior written notice to Affiliate. In the event Network switches its satellite (or encryption system) on a non-emergency basis to a satellite (or encryption system) which cannot be received by Affiliate using existing reception equipment

Affiliate will furnish all facilities necessary for the DBS System to receive, decode (if encrypted), and deliver the Service to all Service Subscribers.

(b) Signal Quality. Network will provide the DBS System with a signal of the Service that meets applicable FCC specifications and industry standards. If such signal meets applicable FCC specifications and industry standards, Affiliate will

(c) Blackouts. From time to time, Network will notify Affiliate (via written communication, which for clarity may be electronic, facsimile or otherwise to the person or persons designated by Affiliate from time to time to receive such information) of geographic limitations on the delivery of certain programming otherwise made available as part of the Primary Signal (as defined below) of the Service.

Each such blackout will be uniformly applied to all Other Distributors of the Service;

(d) Same Programming. The programming made available to Affiliate by Network for distribution on the Service will be the same as the programming made available to all Other Distributors (including without limitation any and all programming, additional events, additional programming and other content, including that for which surcharges or additional fees are assessed upon any Other Distributor, programming made available via alternate feeds, and all substitute programming in the case of blackouts) within the same geographic areas

Affiliate and Network agree and acknowledge that, without limiting the same availability requirement in the foregoing sentence.

(e) Right to Digitize. Affiliate shall have the right to receive the Service at its facility, to digitize, compress and otherwise technologically manipulate the video and audio signals of the Service and to transport the signal as so altered to the extent necessary to exercise the rights granted in this Agreement, so long as the video and audio signals of the Service, as distributed to and perceived by Affiliate Subscribers, are not thereby materially degraded.

5. Fees. The license fees payable under this Agreement (the "Fees") will be payable within _____ days after the last day of each reporting period. For purposes of calculating the number of Service Subscribers with respect to the Service during any reporting period for all purposes under this Agreement, the total number of Service Subscribers will be

(a) Residential Fees. For each reporting period during the applicable term, Affiliate will pay a monthly license fee equal to the Base Rate _____ multiplied by the number of Service Subscribers during such reporting period

(b) Commercial Fees. For each month the "Commercial Fee" will be as follows:

(i) Non-Hospitality. For each Commercial Subscriber that is not a Hospitality Subscriber the Commercial Fee will equal

(ii) Hospitality Fee. For each Hospitality Subscriber that receives the Service

Affiliate will cooperate in good faith with Network to promote and market carriage of the Service by all Hotels.

(c) **Bulk-Billing.** Affiliate may pay for the Service delivered to (i) a person or entity that receives a single bill for a set number of residential dwellings including apartment complexes, gated communities, dormitories, condominium complexes and other forms of communal living facilities (each a "Residential Bulk Facility") on a "bulk rate" basis; provided that the Service, or the package of services that includes the Service, is distributed to each viewing unit in such Residential Bulk Facility as a function of residency, and (ii) hotels, motels, inns, hospitals, prisons, multi-unit office buildings and other similar places of accommodation (each a "Non-Residential Bulk Facility" and together with Residential Bulk Facilities, "Bulk Facilities"); provided that the Service, or the package of services that includes the Service, is distributed on a free-to-guest basis to each viewing unit in such Non-Residential Bulk Facility as a function of occupancy without additional charge. If Affiliate distributes the Service to a Bulk Facility on a "bulk rate" basis, the number of Service Subscribers attributable to such Bulk Facility will equal, in lieu of the number of actual Service Subscribers in such Bulk Facility,

Notwithstanding the foregoing, in the event that Affiliate distributes the Service in accordance with this Agreement to all "cable drops" (as that term is commonly used in the industry, e.g., each hotel room, dorm room, office, etc. that receives video programming from Affiliate) within a particular Non-Residential Bulk Facility to which Affiliate delivers any video programming services, the number of Service Subscribers attributable to such Non-Residential Bulk Facility shall be calculated. The methodology and customary practice used by Affiliate to calculate the number of subscribers at Bulk Facilities will be consistent throughout the Term, and will not deviate from that used on the Effective Date without the prior written consent of Network.

(d) **Reporting.** Affiliate will submit to Network via hard copy and in electronic format by e-mail, within after the last day of each reporting period, an individual report associated with each reporting period with detailed supporting calculations setting forth the average number of Service Subscribers that received the Service during such reporting period and the number of Total Subscribers during such reporting period, and (2) the number of Commercial Subscribers with detail

as to the number of Hospitality Subscribers and Hotel Subscribers, including, in each case, the number of Residential Bulk Facilities and Non-Residential Bulk Facilities within each category

For avoidance of doubt, all such reports will include the applicable information regarding all Service Subscribers, 1

6. Advertising.

Affiliate shall insert its authorized commercial or other announcements only in the positions and at the times which Network designates therefore. Subject to the terms of this Agreement, Affiliate shall have the right to use the Avails in its sole and exclusive option and control (including, but not limited to the sale of the Avails to third parties) and to retain all proceeds derived from the sale or use of the Avails. Network shall insert cue tones in the Service to indicate the placement of such Avails using a Wegener Cue Tone System or some other similar cue tone system reasonably acceptable to Affiliate. Upon at least prior written notice from Network, Affiliate, in its use of the Avails, shall comply with all exclusive category and other content limitations

No Avails will include advertising for tobacco products, distilled liquor or include any material that is obscene, indecent, lewd or pornographic, whether in whole or in part, including any promotion of products, services or programming of a sexual nature (excluding contraceptive products). The foregoing notwithstanding, Affiliate will comply, and will require compliance by any third party buyer of Avails, with all League Restrictions on sale of Avails to the extent that Network provides notice to Affiliate of such restrictions at least prior to the commencement of each applicable season and if Network fails to provide such notice Affiliate shall nonetheless use commercially reasonable efforts to comply with such restrictions (i.e., by offering advertisers a make good of substantially equivalent value).

7. Audit Rights. Affiliate shall maintain complete and accurate books and records relating to its payment of Fees, including the calculation of Service Subscribers (including Commercial Subscribers (Hotel Subscribers, Hospitality Subscribers and otherwise)) and Residential Bulk Facilities and Non-Residential Bulk Facilities

On prior notice to Affiliate, Network, through independent accounting or auditing firms, may inspect, and audit those books and records relating to the Service at Affiliate's offices, during normal business hours and at a time that does not unreasonably disrupt Affiliate's business.